IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA Alexandra Division

IN RE: OUTSIDEWALL TIRE LITIGATION

Civil Action No. 1:09-cv-1217 (TES/IDD)

AFFIDAVIT OF LI XINGBING ON BEHALF OF SHANDONG LINGLONG RUBBER CO., LTD.

I, Li Xingbing, declare and state as follows:

- 1. I am the legal clerk of Shandong Linglong Rubber Co., Ltd. ("Defendant"). In such capacity, I am familiar with the operation and legal affairs of Defendant.
 - 2. This affidavit is made pursuant to this Court's Order dated October 18, 2013.
- 3. We have the highest respect for the U.S. judicial system. However, Defendant failed to comply with this Court's previous Order because Defendant honestly believed that, with its usually large amount, the judgment entered in this case against Defendant was not justified.
- 4. Earlier this year, in May 2013, representatives of Defendant had traveled to the United States to attend a settlement meeting with the plaintiffs but failed to reach a resolution.
- 5. Following termination of engagement of its then U.S. counsel Morgan Lewis & Bockius, LLP in August 2013, Defendant failed to receive notice for the Motion for Sanctions Hearing held on October 18, 2013, which explains our failure to attend such hearing.
- 6. Although there were serious disagreements between the parties, Defendant never meant to be disrespectful of this Court. Since receipt of this Court's Order dated October 18, 2013, which was sent on October 19, 2013 via email addressed to an employee of Shandong Linglong Tire Co., Ltd., Defendant has engaged the law firm Edwards Wildman Palmer LLP as our new counsel to assist us in coming into compliance with this Court's Orders and to restart our discussions with the plaintiffs in earnest to seek an amicable resolution.

THE BY CONTROL OF STATE OF STA a Expressive and the Alabase from Europe at their visits

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 25, 2013

等等 等字本的 gu 新生产的对象的证明的 1.5 元多节1.69分析12.55 FALL OF FREE SERVICE FOR FREE STATE

or and the first transfer and the first of the first transfer the first transfer to the first transfer transfer randi sa padi dista militar a sama nasi ina di saka samana di di Samaraki na da di da da da da da da da da da d

and the second of the second second to the second second of the second second second second second second second

THE REPORT OF THE PROPERTY OF THE PARTY OF T gegagng grap (pri), by gið frjóðuriður í brúnns egiflikkir lakkirskjá þreguður þjó áriði þár 😅 😅 🕬 🔻 🔻 🗀 🗀 🗀 TO CONTRACT TO SERVICE OF THE SERVIC D. Bark Product Schilling (1988) in Contract of Schiller States and Contract States and Contract of C THE COUNTY SERVICE SERVICE SERVICE SERVICE SERVICES SERVI Complete the second of the second of the complete complete the second of the second of

on to support the contract and commenced approximation of the contract are all a security of TO STATE OF THE ST are the standard was also and another than the control of the cont Emerifem en inches et in terment en la company en la company